

1. Mallawa Irrigation Water Portal

- 1.1 Mallawa Irrigation Ltd (ACN 616 181 741) has established the Mallawa Irrigation Water Portal (Water Portal) as a service operated by Mallawa Irrigation to facilitate the sale and purchase of tradeable water rights within the St George Irrigation Scheme.
- 1.2 Tradeable water rights include:
 - (a) a seasonal water assignment of water within the St George Irrigation Scheme,
 - (b) a seasonal water assignment of water from the Balonne River to the St George Irrigation Scheme,
 - (c) a seasonal water assignment of water from St George Irrigation Scheme to the Balonne River, or
 - (d) a seasonal assignment of CAP,
(each referred to as a temporary transfer)
 - (e) the permanent sale or lease of a water allocation within the St George Irrigation Scheme (permanent water).
- 1.3 Temporary and permanent water posted for sale on the Water Portal must be water that can be made available in the St George Irrigation Scheme.
- 1.4 The operation of the Water Portal is governed by these terms and conditions.
- 1.5 Any person participating on the Water Portal or accessing the information on the Water Portal website must comply with these terms and conditions and agrees and acknowledges that by making an application to sell or bid on the Water Portal you are agreeing to be bound by these terms and conditions and the conditions on the relevant forms.
- 1.6 Mallawa Irrigation will only respond to an application to list a sell offer, water wanted, bid or withdraw a bid or offer on the Water Portal between 8:30am to 4:00pm during Business Days in St George (unless otherwise advised on the Water Portal).
- 1.7 The Water Portal will be an online platform. Mallawa Irrigation is the only entity who will be able to load and unload material onto the website.

2. Who can use the Water Portal?

- 2.1 To participate on the Water Portal:
 - (a) For temporary or permanent water, you must be:
 - (i) be an existing Mallawa or SunWater St George customer, or
 - (ii) have completed the Mallawa Irrigation application and been approved by Mallawa Irrigation as a participant on the Water Portal.

3. Who will know who is bidding and selling?

- 3.1 Mallawa Irrigation will not publish the name of sellers and bidders on the Water Portal.
- 3.2 For a temporary water trade, Mallawa Irrigation will use reasonable endeavours to keep the identity of sellers, bidders, and buyers of temporary water confidential from the other parties.

- 3.3 For a permanent water trade, once the trade is matched on the Water Portal, Mallawa Irrigation will disclose the contact details of the seller and buyer to the other, including where supplied, each participant's solicitor details.
- 3.4 Participants acknowledge, that in a small community, sellers, bidders, and buyers may become aware of the identity of a bidder, buyer, or seller other than through Mallawa Irrigation. Mallawa Irrigation will use reasonable endeavours to keep the identity of participants of the Water Portal confidential but does not accept any liability for and will not be responsible for a seller, a bidder or a buyer learning of the others' identity through any means.
- 3.5 Mallawa Irrigation may disclose participant details to Mallawa Irrigation directors, officers, employees, contractors, and advisors to the Board, as required by law, where a participant fails to comply with these terms and conditions or if disclosure occurs other than as a consequence of Mallawa Irrigation staff.

4. Forms

- 4.1 The forms required to sell or bid on the Water Portal are available to download on the water portal page of the website. Forms must be completed and correctly signed by sellers and bidders. All forms must be either:
 - (a) emailed to accounts@mallawairriagtion.com.au. Or
 - (b) delivered directly to the Mallawa office.

5. Fees

- 5.1 In order to place a sell offer, bid, or wanted water on the Water Portal an administration fee for payment of \$110 (including GST) must be paid to Mallawa Irrigation. Once you have listed a bid or sell offer, should you require changes to the bid or sale the first change is included in the original fee, however a new form is required to be completed. For all further changes, a new application is required and a further \$110 (including GST) must be paid to Mallawa Irrigation. Where a customer is listing multiple parcels of water for sale, a single fee only will apply.

6. Power to make the trade

- 6.1 If you make an application to sell tradeable water rights on the Water Portal you warrant at the time you make the application and, for the time the tradeable water right is listed as a sell offer on the Water Portal, that you are the legal owner of the relevant tradeable water right and have the power and authority to sell that tradeable water right.
- 6.2 If you make an application to bid for tradeable water rights on the Water Portal, you warrant at the time you make the application and for the time your bid is listed on the Water Portal, that you have the power and authority to purchase the tradeable water right and the capacity to pay the amount listed in your bid for that tradeable water right.
- 6.3 If you make an application to list water wanted tradeable water rights on the Water Portal, you warrant at the time you make the application and for the time your bid is listed on the Water Portal, that you have the power and authority to purchase the tradeable water right and the capacity to pay the amount listed in your bid for that tradeable water right.

7. Sell Offers

- 7.1 If you want to sell water on the Water Portal you must complete and submit a selling application form and email to: accounts@mallawairriagtion.com.au.

- 7.2 The selling application must be complete and must include:
- (a) the nominated volume available, and
 - (b) your proposed asking price (sell price).
- 7.3 The minimum sell offer must be 50ML (which may be waived in Mallawa's sole discretion).
- 7.4 Mallawa Irrigation will review your listing application and endeavour to respond within 2 business days (although it cannot guarantee this response time as a number of operational factors may affect its ability to respond promptly).
- 7.5 Mallawa Irrigation reserves its rights to refuse a selling application, in its discretion, acting reasonably including if:
- (a) the selling application is not complete or signed by the seller,
 - (b) the seller's water account indicates it does not have temporary water available to trade,
 - (c) the seller has not paid its invoices to Mallawa Irrigation on or before the due date or is in breach of its customer contract with Mallawa Irrigation, or
 - (d) for permanent water, the allocation is not an allocation distributed by Mallawa Irrigation under its distribution operations licence.
- 7.6 A selling application approved by Mallawa Irrigation (sell offer), is listed on the Water Portal. Mallawa Irrigation will endeavour to list sell offers from lowest to highest price and chronologically from oldest to newest for sell offers of the same price. Sell offers will be sorted into temporary trades, or permanent sale or lease categories.
- 7.7 A sell offer is capable of acceptance by a bidder if the bid is for the sell price.
- 7.8 The seller must monitor the Water Portal for any bids against its sell offer. If a bid is made for less than the sell price, the seller may accept that lower price by lodging an acceptance application with Mallawa Irrigation.
- 7.9 If you want to change the sell price once it is listed, a selling application must be resubmitted to Mallawa Irrigation and an administration fee paid.
- 7.10 A sell offer will remain on the website for the earlier of 60 days or until sold. Should you wish to relist the water following the end of the 60-day period, a new selling application must be emailed to Mallawa Irrigation and the process set out above applies.
- 7.11 You may withdraw a sell offer at any time prior to the sell offer being accepted by lodging a withdrawal application. You cannot withdraw a sell offer once it has been accepted by a bidder or you have accepted a bid. Once acceptance has occurred, you must complete the trade.

8. Water Wanted

- 8.1 If you wish to nominate water wanted to buy, you must complete and submit a water wanted form
- 8.2 The water wanted application must be complete and must include:
- (a) the nominated volume you wish to purchase, and
 - (b) the price you are willing to pay (sell price).

9. Bidding on the Water Portal

- 9.1 To bid for water on the Water Portal, you must complete the bidding application and submit it to Mallawa Irrigation. You must include the volume and bid price in the bidding application. A bid must be for the entire amount of a sell offer, not part thereof.
- 9.2 You may either:
- (a) bid against a specific sell offer, or
 - (b) place a general bid.
- 9.3 Mallawa Irrigation will review your application within 2 Business Days (although it cannot guarantee this response time as several operational factors may affect its ability to respond promptly).
- 9.4 Mallawa Irrigation may refuse a bidder's application in its discretion, acting reasonably including if:
- (a) the Water Portal Fee has not been received by Mallawa Irrigation,
 - (b) the bidding application is not complete or signed by the buyer,
 - (c) the bidder has previously failed to comply with these terms and conditions,
 - (d) the bidder has failed to pay invoices from Mallawa Irrigation when they are due or is in breach of its customer contract with Mallawa Irrigation.
- 9.5 Once the bidding application is approved, Mallawa Irrigation will list the bid on the Water Portal either:
- (a) against the sale offer specified in the buying application, or
 - (b) generally, for each type of tradeable right, ranked from highest to lowest and chronologically from oldest to newest for buy bids of the same price.
- 9.6 If a bid is made against a specific sell offer it must be for the whole volume. If the bid price is:
- (a) equal to the sell price once the bidding application is accepted by Mallawa Irrigation, the bidder is bound to complete the trade, or
 - (b) different to the sell price, the trade is subject to acceptance by a seller, if accepted, the bidder is bound to complete the trade.
- 9.7 To change a bid price, a bidder must complete and lodge a bidding application and pay the administration fee. On acceptance by Mallawa Irrigation of the bidding application, the bid will then be re-listed and re-ranked based on highest to lowest price and chronologically from oldest to newest for buy bids of the same price.

A bidder may withdraw a bid at any time, prior to acceptance by the seller of that bid, by a withdrawal application.

Note: Bidders need to be aware that if buying water between zones (e.g. river to channel), the transaction will be subject to losses. In this case the buyer must bid on the full amount offered for sale but will only receive the volume of water purchased less the losses.

10. Accepting a bid on the Water Portal

- 10.1 If a seller wishes to accept a general bid or a bid against their sell offer where the bid price is less than their sell price, sellers may accept the bid on the Water Portal by sending an acceptance form to Mallawa Irrigation.
- 10.2 If Mallawa Irrigation receives:
 - (a) more than one acceptance form against a bid, or
 - (b) more than one bid with a bid price matching the sell price on a specific sell offer, the first acceptance properly completed to arrive in the Mallawa Irrigation inbox will apply.
- 10.3 The day on which acceptance of a sell price or a bid price is made is the 'trade date'.

11. Selling in response to a water wanted listing

- 11.1 Should you wish to sell water in response to a water wanted listing you complete a bid acceptance form and submit to Mallawa.

12. Permanent water

- 12.1 If a trade for permanent water is made on the Water Portal, Mallawa Irrigation will provide contact details of the seller and the bidder to the other. The seller and the bidder are then responsible for concluding the purchase and registering the transfer on the Department of Natural Resources, Mines and Energy Water Register.
- 12.2 Mallawa Irrigation accepts no liability for a failure of a sale or lease of permanent water to complete.

13. Paying for temporary water trade

- 13.1 Once a trade is made for temporary water, the bidder must pay the bid price into the Mallawa Irrigation Portal Account within 3 Business Days after the trade date.
- 13.2 If payment from the bidder is not received by Mallawa Irrigation on time, Mallawa Irrigation may cancel the trade and put the sell offer back on the Water Portal and may, in its discretion, ban the bidder from the Water Portal for a period of time determined by Mallawa Irrigation.
- 13.3 Within 10 Business Days after the trade date, subject to the buyer making payment to the Mallawa Irrigation Water Portal Account in accordance with these terms, Mallawa Irrigation will pay the seller the bid price.
- 13.4 Mallawa Irrigation accepts no liability for the failure of a trade to complete.

14. Account details

- 14.1 All fees and buy amounts must be paid to the Mallawa Irrigation Water Portal Account. Detail are:
Account Name: Mallawa Irrigation Water Portal Account

BSB:

Account Number:

Reference: Your name

15. Responsibility for obtaining own advice and monitoring

- 15.1 Monitoring bids and sell offers listed on the Water Portal is the responsibility of buyers and sellers. Mallawa Irrigation will not be liable for any loss suffered by bidder or seller as a result of a trade entered into, alteration of a bid or sell offer, or withdrawal of a bid or sell offer on the Water Portal.
- 15.2 Each person participating on the Water Portal must obtain their own independent legal, financial and tax advice (including with respect to GST).
- 15.3 Mallawa Irrigation's role is solely to operate the Water Portal and process transactions. Mallawa Irrigation does not provide any information or advice in relation to trades and does not affect the price at which trades are carried out.

16. Release and indemnity

- 16.1 To the maximum extent permitted by law, all bidders, buyers and sellers (their executors, administrators, successors and assigns) release and indemnify Mallawa Irrigation, its directors, officers employees and associates from and against all claims, demands, proceedings, losses, damages, remedies, costs or other matters, whether in tort (including negligence), contract, under law or otherwise arising directly or indirectly from or in connection with:
 - (a) participating in the Water Portal,
 - (b) the listing of or failure or delay by Mallawa Irrigation to list any bid, sell offer or notify an acceptance,
 - (c) the sale of, or failure to sell, any tradeable water rights at a particular price or in a particular volume,
 - (d) the failure of a buyer to pay all or any part of the sell price or bid price for an accepted trade of temporary water,
 - (e) any failure to complete all or any part of a permanent water trade by the seller, buyer or for any other reason,
 - (f) any other matter, act, thing, or circumstance relating directly or indirectly to any act or omission of Mallawa Irrigation regarding the operation of the Water Portal.

16.2 Each bidder, buyer and seller remain fully responsible for the proper completion, lodgement and registration of all forms and information necessary to participate on the Water Portal or to complete a trade.

16.3 To the maximum extent permitted by law, any and all terms, conditions, warranties, statements or representations by Mallawa Irrigation (whether express, implied, written, oral, collateral, statutory or otherwise) in connection with the subject matter of these terms and conditions are excluded, and to the extent that they cannot be excluded, Mallawa Irrigation disclaims all liability that it may have in relation to them. In particular, and without limitation, Mallawa Irrigation does not warrant the accuracy, reliability, or completeness of any information on the Water Portal or provided by Mallawa Irrigation in relation to sell offers, bids, or trades.

17. Compliance with the Water Legislation

- 17.1 In participating on the Mallawa Irrigation Water Portal, each seller, bidder, and buyer must comply with the Water Act 2000 (Qld), the Water Supply (Safety and Reliability) Act 2008 (Qld) and any instrument or licence created under those Acts.

18. Disputes

- 18.1 If you have a concern or dispute in relation to any matter associated with the Water Portal you should contact Mallawa Irrigation. Except for disputes referred to in paragraph 16.2 below, Mallawa Irrigation will work cooperatively and within reason to resolve the dispute.
- 18.2 If the dispute has arisen in relation to the sale or lease of permanent water after the matter has been referred to the parties to complete, the parties must resolve that disputes themselves and Mallawa Irrigation will not participate.

19. General provisions

- 19.1 Intellectual property: Mallawa Irrigation owns all intellectual property rights in the content of the Water Portal or has permission to use or display material on the Water Portal site or the application. You may access, download, or print material from the Water Portal for your own use. Sharing without prior permission and commercial use of any sort is expressly prohibited. You agree not to change or delete any copyright or proprietary notice from materials downloaded from the Water Portal website, the application, or any site accessible through the Water Portal website or application.
- 19.2 Unlawful use: As a condition of your use of the Water Portal, you warrant that you will not use the Water Portal for any purpose that is unlawful or prohibited by these terms and conditions. You may not use the Water Portal Website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website.
- 19.3 Security: Mallawa Irrigation does not guarantee the security of the Water Portal website and disclaims liability for any computer virus or technological problems. Continuous accessibility to the Water Portal website is dependent on third party services and may be inaccessible from time to time.
- 19.4 Governing law: The law of Queensland governs these terms and conditions and the use of the Water Portal. Mallawa Irrigation and the users of the Water Portal irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 19.5 Costs: Each person using the Water Portal is responsible for their own costs.